

**AFFIDAVIT OF COMPLIANCE
WITH PUBLICATION AND
POSTING REQUIREMENTS**

**COMMONWEALTH
OF THE NORTHERN
MARIANA ISLANDS**

)
) ss **CASE NO.-97-0073**
)

I, ROY E. ALEXANDER, being first duly sworn, depose and state:

- 1) That I am employed by the Alexander Realty, and was appointed by the Court to provide publication, posting and auctioneer services pursuant to court order, with respect to real property described as:

Lot No. EA No. 222, situated in Papago, Saipan, Commonwealth of Northern Mariana Islands containing an area of 96,905 square meters, more or less, as more particularly described on Drawing/Cadastral Plat No. 2043/80, the original of which was registered with Land Registry as Document No. 10761, on the 18th day of September 1980.

- 2) That I am over the age of eighteen years and have personal knowledge of the facts set forth below.
- 3) That using 7 CMC Section 4204 (b), as guidance, I caused a Notice of Sale to be placed in the Marianas Variety on July 21 and 25, 2006 and Saipan Tribune on July 24 and 26, 2006. Attached hereto and marked as Exhibit "A1, A2, A3, A4, the copy of the newspaper publications.
- 4) That on July 20, 2006, I posted a copy of the "Notice of Sale" (attached as Exhibit "B") on a bulletin at the Superior Court Courthouse in satisfaction of requirements set out in 7 CMC Section 4204(b).

EXHIBIT
"C"

I declare under the penalty of perjury under the laws of the Commonwealth of the Northern Mariana Islands that the foregoing is true and correct.



ROY E. ALEXANDER, Auctioneer

SAIPAN COMMONWEALTH OF THE)
NORTHERN MARIANA ISLANDS) ss: ACKNOWLEDGMENT

On this 9th day of November, 2006, personally appeared before me, ROY E. ALEXANDER, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged the same as voluntary act for the purpose set forth herein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year written above.


Notary Public

Maria Rita A. Maravilla
NOTARY PUBLIC
IN AND FOR THE COMMONWEALTH OF
THE NORTHERN MARIANA ISLANDS
My Commission expires: 08/26/2007

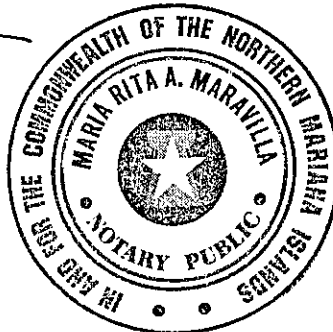


EXHIBIT A1

36 Sports

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF THE NORTHERN MARIANA ISLANDS

ANGELITO TRINIDAD et al.
Plaintiffs,
vs.
JOHN S PANGELINAN, et al.
Defendants.

CASE NO. CV-97-0073

NOTICE OF SALE

NOTICE IS HEREBY GIVEN, pursuant to the Amended Order Granting Trial of Execution issued by the Court in this matter on March 6, 2006, I will sell, at public auction, to the highest bidder, on the terms and conditions set forth herein below, all of the right, title, and interests of Defendants in and to the following property:

Lot No. E.A.No. 222, situated in Pagan, Saipan, Commonwealth of Northern Mariana Islands containing an area of 56,905 square feet, more or less, as more particularly described on Deed of Conveyance Plat No. 2045/80, the original of which was registered with Land Registry as Document No. 10761, on the 18th day of September 1980.

1) Date, Time, and Place of Sale: The sale will be held on Friday, July 20, 2006 at the Alexander Realty & Development office, Alexander Building Beach Road, San Jose, at the hour of 10:00 a.m. The sale will be open to the general public.

2) Inspection of Property: The property described above is presently located at the former Harry Nursery on the Cross Island road in Pagan, Saipan, Northern Mariana Islands. It is the obligation of the bidder to inspect the property. Failure to inspect the property or any portion thereof will not constitute ground for any claim, argument, or rescission by any bidder.

3) Warranties and Covenants: All property listed for sale in this Notice will be sold in its current condition, and at its current location. The sale will be held without any warranties or covenants whatsoever, whether express or implied, including but not limited to warranties of title, merchantability, and/or fitness for any purpose, whatsoever, all of which warranties and covenants are hereby expressly disclaimed. Neither the undersigned nor the Plaintiffs may claim any warranty, or covenant, express or implied, with respect to the property listed for sale in this Notice. Neither the undersigned nor the Plaintiffs shall be liable for the quality of the property listed for sale in this Notice, or for any defect in the description thereof. Buyers shall not be entitled to rescission, damages, or any other remedy on account thereof.

4) Conduct of Sale:

(1) Reserve: The auction sale may be held with reserve. The reserve price of any property offered for sale may be, but may not be disclosed to bidders, in the sole discretion of the undersigned.

(2) Rights and Duties of Auctioneer: Consistent with the laws, customs, and usages of the Commonwealth of the Northern Mariana Islands, governing auction sales, the undersigned shall have the following rights and duties in conducting the auction sale: (1) to withdraw the property listed for sale in this Notice before sale or before sale or before a bid for such property is accepted; (2) to adjourn the sale without notice at any time before any specific property is struck off, without incurring any liability whatsoever thereby; and (3) to reject or disqualify the bidder, any one or all bids, for any reason.

(3) Bids: Bids may be submitted in advance and on and at the place(s) listed in this Notice. The highest of such bids will automatically be considered the opening bid for the item. Advance bids may be submitted only in writing, signed by the bidder, and delivered to the Law Office of Lillian Aida Tenorio, P.O. Box 100, Chalan Koya, Saipan, MP 96950. The bidder assumes all risk of non-delivery, late delivery, or mis-delivery of bids. Any person, including the Plaintiff, may bid in person at the auction sale, whether or not such person has submitted an advance bid.

(4) Disputes: The undersigned may re-submit and property listed in the Notice if a dispute arises as to any bid thereon.

5. Enforcement of Auction Sale:

(a) Deposit: Every successful bidder shall pay to the undersigned a deposit of ten percent (10%) of the purchase price immediately after the sale is consummated. Payment shall be in cash or by certified check. The balance must be paid to the Plaintiff, in care of Lillian A. Tenorio, within three (3) days from the date of sale, in cash or by certified check. If the balance is not so paid, Plaintiff will retain the deposits as liquidated damages, and will again offer the property for sale.

(b) Memorandum of Sale: If requested by the undersigned, every successful bidder must sign a Memorandum of Sale, immediately after the sale of any property is struck off at auction.

(c) Court Approval Required: Every sale is subject to approval by the Court. The auctioneer makes no warranties or promises with respect to court approval of the sale, including but not limited to the time in which such approval may be granted or denied. No delay in the granting of court approval shall be ground for any claim, adjustment, or rescission by any successful bidder. If the court approves the sale, the successful bidder shall immediately pay any balance on the total bid price. If the court denies the sale, the balance shall be returned to the bidder without interest.

(d) Removal or Storage of Personal Property: The successful bidder shall have until 11 working days after court approval of the sale to remove any personal property purchased from the place of sale. After the expiration of this 11-day period, the successful bidder shall bear the entire risk of loss of or damage to such property, and shall be liable for all expenses of caring for and storing such property.

6) Changes of Terms and Conditions: The undersigned and the Plaintiffs reserve the right to change any of the terms hereof by announcement, written or oral, made before the auction sale, or at the commencement thereof, and such change or changes, by virtue of this clause, shall be binding on all bidders by constructive notice.

Date: May 15, 2006
Roy E. Alexander
Auctioneer
Tel. No. 224-5117

EXHIBIT A2

Classified Ads 23

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF THE NORTHERN MARIANA ISLANDSANGELITO TRINIDAD et al.,
Plaintiffs,vs.
JOHN S PANGELINAN, et al.,
Defendants.

CASE NO. CV-97-0073

NOTICE OF SALE

NOTICE IS HEREBY GIVEN, pursuant to the Amended Order Granting Writ of Execution issued by the Court in this matter on March 8, 2006, I will sell, at public auction, to the highest bidder, on the terms and conditions set forth herein below, all of the right, title, and interests of Defendants in and to the following property:

Lot No. EANA 222, situated in Papago, Saipan, Commonwealth of Northern Mariana Islands, containing an area of 89,905 square meters, more or less, as more particularly described on Drawing/Cadastral Plat No. 204580, the original of which was registered with Land Registry as Document No. 10761, on the 18th day of September 1980.

(1) Date, Time, and Place of Sale: The sale will be held on Friday, July 29, 2006 at the Alexander Realty & Development office, Alexander Building Beach Road, San Jose, at the hour of 10:30 a.m. The sale will be open to the general public.

(2) Inspection of Property: The property described above is presently located at the former Masay Nursery on the Cross Island road in Papago, Saipan, Northern Mariana Islands. It is the obligation of the bidder to inspect the property. Failure to inspect the property or any portion thereof will not constitute ground for any claim, adjustment, or rescission by any buyer.

(3) Warranties and Covenants: All property listed for sale in this Notice will be sold in its current condition, and as its current location. The sale will be held without any warranties or covenants whatsoever, whether express or implied, including but not limited to warranties of title, merchantability, and/or fitness for any purpose whatsoever, all of which warranties and covenants are hereby expressly disclaimed. Neither the undersigned nor the Plaintiffs may give any warranty or covenant, express or implied, with respect to the property listed for sale in this Notice. Neither the undersigned nor the Plaintiffs shall be liable for the quality of the property listed for sale in this Notice, or for any defect in the description thereof. Buyers shall not be entitled to rescission, damages, or any other remedy on account thereof.

4) Conduct of Sale:

(1) Reserve: The auction sale may be held with reserve. The reserve price on any property offered for sale may or may not be disclosed to bidders, in the sole discretion of the undersigned.

(2) Rights and Duties of Auctioneer: Consistent with the laws, custom, and usages of the Commonwealth of the Northern Mariana Islands, governing auction sales, the undersigned shall have the following rights and duties in conducting the auction sale: (1) to withdraw the property listed for sale in this Notice before sale or before sale, or before a bid for such property is accepted; (2) to adjourn the sale without notice at anytime before any specific property is struck off, without incurring any liability whatsoever thereby; and (3) to reject, on behalf of the seller, any and/or all bids for any reason.

(3) Bids: Bids may be submitted in advance for an and all of the property listed in this Notice. The highest of such bids will automatically be considered the opening bid for the item. Advance bids may be submitted only in writing, signed by the bidder, and delivered to the Law Office of Lillian Ada Tenorio Alcala Drive, Chalan Koya, Saipan, MP 96950. The bidder assumes all risk of non-delivery, late delivery, or mis-delivery of bids. Any person, including the Plaintiff, may bid in person at the auction sale, whether or not such person has submitted an advance bid.

(4) Disputes: The undersigned may rescind and property listed in the Notice if a dispute arises as to any bid thereon.

5. Enforcement of Auction Sale.

(a) Deposit: Every successful bidder shall pay to the undersigned a deposit of ten percent (10%) of the purchase price immediately after the sale is consummated. Payment shall be in cash or by certified check. The balance must be paid to the Plaintiff, in case of Lillian A. Tenorio, within three (3) days from the date of sale, in cash or by certified check. If the balance is not so paid, Plaintiff will retain the deposits as liquidated damages, and will again offer the property for sale.

(b) Memorandum of Sale: If requested by the undersigned, every successful bidder must sign a Memorandum of Sale, immediately after the sale of any property is struck off at auction.

(c) Court Approval Required: Every sale is subject to approval by the Court. The auctioneer makes no warranties or promises with respect to court approval of the sale, including but not limited to the time in which such approval may be granted or denied. No delay in the granting of court approval shall be ground for any claim, adjustments, or rescissions by any successful bidder. If the court approves the sale, the successful bidder shall immediately pay any balance on the total bid price. If the court denies approval, the successful bidder shall be returned to the bidder without interest.

(d) Removal or Storage of Personal Property: The successful bidder shall have one (1) working day after court approval of the sale to remove any personal property purchased from the place of sale. After the expiration of this 24-hour period, the successful bidder shall bear the entire risk of loss or damage to such property, and shall be liable for all expenses of caring for and/or storing such property.

(e) Changes of Terms and Conditions: The undersigned and the Plaintiffs reserve the right to change any of the terms herein by announcement, written or oral, made before the auction sale, or at the commencement thereof, and such change or changes, by virtue of this clause, shall be binding on all bidders by constructive notice.

Date: May 15, 2006

Roy E. Alexander

Auctioneer

Tel. No. 234-5117

EXHIBIT A4

[illegible]

CLERK OF COURT
SOUTHERN DISTRICT
FLA.

EXHIBIT B

27 JUL 20 PM 2:07

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF
THE NORTHERN MARIANA ISLANDS**

BY: *qs*
DEPUTY CLERK OF COURT

| | | |
|------------------------------------|---|----------------------------|
| ANGELITO TRINIDAD et al., |) | CASE NO. CV-97-0073 |
| |) | |
| Plaintiffs, |) | |
| vs. |) | |
| |) | NOTICE OF SALE |
| JOHN S. PANGELINAN, et al., |) | |
| |) | |
| Defendants, |) | |
| |) | |
| |) | |

NOTICE IS HEREBY GIVEN, pursuant to the Amended Order Granting Writ of Execution issued by the Court in this matter on March 8, 2006, I will sell, at public auction, to the highest bidder, on the terms and conditions set forth herein below, all of the right, title, and interests of Defendants in and to the following property:

Lot No. EA No. 222, situated in Papago, Saipan, Commonwealth of Northern Mariana Islands containing an area of 96,905 square meters, more or less, as more particularly described on Drawing/Cadastral Plat No. 2043/80, the original of which was registered with Land Registry as Document No. 10761, on the 18th day of September 1980.

- 1) **Date, Time, and Place of Sale:** The sale will be held on Friday, July 28, 2006 at the Alexander Realty & Development office, Alexander Building Beach Road, San Jose, at the hour of 10:30 a.m. The sale will be open to the general public.
- 2) **Inspection of Property:** The property described above is presently located at the former Narsay Nursery on the Cross Island road in Papago, Saipan, Northern Mariana Islands. It is the obligation of the bidder to inspect the property. Failure to inspect the property or any portion thereof will not constitute ground for any claim, adjustment, or rescission by any buyer.

3) **Warranties and Covenants:** All property listed for sale in this Notice will be sold in its current condition, and at its current location. The sale will be held without any warranties or covenants whatsoever, whether express or implied, including but not limited to warranties of title, merchantability, and/or fitness for any purpose whatsoever, all of which warranties and covenants are hereby expressly disclaimed. Neither the undersigned nor the Plaintiffs may give any warranty or covenant, express or implied, with respect to the property listed for sale in this Notice. Neither the undersigned nor the Plaintiffs shall be liable for the quality of the property listed for sale in this Notice, or for any defect in the description thereof. Buyers shall not be entitled to rescission, damages, or any other remedy on account thereof.

4) **Conduct of Sale:**

(1) **Reserve.** The auction sale may be held with reserve. The reserve price on any property offered for sale may or may not be disclosed to bidders, in the sole discretion of the undersigned.

(2) **Rights and Duties of Auctioneer.** Consistent with the laws, customs, and usages of the Commonwealth of the Northern Mariana Islands governing auction sales, the undersigned shall have the following rights and duties in conducting the auction sale: (1) to withdraw the property listed for sale in this Notice before sale or before a bid for such property is accepted; (2) to adjourn the sale without notice at any time before any specific property is struck off, without incurring any liability whatsoever thereby; and (3) to reject, on behalf of the seller, any and or all bids, for any reason.

(3) **Bids.** Bids may be submitted in advance for any or all of the property listed in this Notice. The highest of such bids will automatically be considered the opening bid for the item. Advance bids may be submitted only in writing, signed by the bidder, and delivered to the Law Office of Lillian Ada Tenorio at Plata Drive, Chalan Kiya, Saipan MP 96950. The bidder assumes all risk of non-delivery, late delivery, or mis-delivery of bids. Any person, including the Plaintiff, may bid in person at the auction sale, whether or not such person has submitted an advance bid.

(4) **Disputes.** The undersigned may re-submit any property listed in the Notice if a dispute arises as to any bid thereon.

5. Enforcement of Auction Sale.

- a. **Deposit.** Every successful bidder shall pay to the undersigned a deposit of ten percent (10%) of the purchase price immediately after the sale is consummated. Payment shall be in cash or by certified check. The balance must be paid to the Plaintiffs, in care of Lillian A. Tenorio,

within three (3) days from the date of sale, in cash or by certified check. If the balance is not so paid, Plaintiffs will retain the deposit as liquidated damages, and will again offer the property for sale.

6. Memorandum of Sale. If requested by the undersigned, every successful bidder must sign a Memorandum of Sale, immediately after the sale of any property is struck off at auction.

7. Court Approval Required. Every sale is subject to approval by the Court. The auctioneer makes no warranties or promises with respect to court approval of the sale, including but not limited to the time in which such approval may be granted or denied. No delay in the granting of court approval shall be ground for any claim, adjustment, or rescissions by any successful bidder. The successful bidder will be promptly notified if and when court approval is granted or denied. If the court approves the sale, the successful bidder shall immediately pay any balance on the total bid price. If the court denies the sale, any deposit shall be returned to the bidder without interest.

8. Removal or Storage of Personal Property. The successful bidder shall have one (1) working day after court approval of the sale to remove any personal property purchased from the place of sale. After the expiration of this 24-hour period, the successful bidder shall bear the entire risk of loss of or damage to such property, and shall be liable for all expenses of caring for and/or storing such property.

9. Changes of Terms and Conditions: The undersigned and the Plaintiffs reserve the right to change any of the terms hereof by announcement, written or oral, made before the auction sale, or at the commencement thereof, and such change or changes, by virtue of this clause, shall be binding on all bidders by constructive notice.

Date: May 15, 2006

A handwritten signature in black ink, appearing to read 'Roy E. Alexander', written over a horizontal line.

Roy E. Alexander
Auctioneer
Tel. No. 234-5117